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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF MARIN**

11 VICTORIA TAGUILAS, as an aggrieved
employee pursuant to the Private Attorneys
12 General Act ("PAGA"), on behalf of the
State of California and other aggrieved
13 employees,

14 Plaintiff,

15 vs.

16 PIATTI RESTAURANT COMPANY, L.P.,
a California limited partnership; MOANA
17 RESTAURANT GROUP LLC, a California
limited liability company; and DOES 1
18 through 10, inclusive,

19 Defendants.

ELECTRONICALLY FILED

Superior Court of California
County of Marin

01/15/2026

James M. Kim, Clerk of the Court

J. Chen, Deputy

Case No. CIV2200852

Assigned to the Hon. Sheila Shah Lichtblau

**[REVISED ~~PROPOSED~~] ORDER
APPROVING THE PARTIES' PAGA
SETTLEMENT AGREEMENT AND
JUDGMENT**

Complaint Filed: March 28, 2022

ORDER AND JUDGMENT

1. The Court has received and considered the application of Plaintiff Victoria Taguilas as an aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.* (“PAGA”), for approval of the Parties’ PAGA Settlement Agreement (“Settlement”). The Court’s tentative ruling to grant the motion is attached as **Exhibit A**. For the reasons discussed in the tentative, and **GOOD CAUSE** having been shown, the Court hereby approves the Settlement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.

3. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff’s PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

4. The Settlement is not an admission by Defendants, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.

1 Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any
2 action taken to carry out the Settlement, may be construed as, or may be used as, an admission
3 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
4 Defendants.

5 5. The Court approves the gross settlement amount of \$550,000. After deducting
6 the approved amounts for attorneys' fees and costs, service award, and settlement administration
7 costs, the net settlement amount of \$334,118.13 will be allocated as follows: Seventy-Five
8 Percent (75%), or approximately \$250,588.60, shall be paid to the California Labor and
9 Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or
10 approximately \$83,529.53, shall be paid to Aggrieved Employees.

11 6. The Court hereby awards \$183,333 in attorneys' fees and \$16,548.87 costs to
12 Plaintiff's Counsel, Capstone Law APC. The Court finds that the requested award of attorneys'
13 fees is reasonable for a contingency fee in a PAGA action such as this; i.e., one-third of the
14 common fund created by the settlement. Counsel have also established the reasonableness of the
15 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the
16 attorney staffing, hours billed, and hourly rates are reasonable.

17 7. The Court approves a Service Award of \$10,000 to Victoria Taguilas.

18 8. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator,
19 and approves Settlement Administration Costs of \$6,000.

20 9. This Judgment shall be binding on all Aggrieved Employees and the State of
21 California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled
22 Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v.*
23 *Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action
24 brought by an aggrieved employee under PAGA is binding not only on the named employee
25 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a
26 party to the proceeding).

27 10. Without affecting the finality of the Order and Judgment, the Court shall retain
28 exclusive and continuing jurisdiction under California Code of Civil Procedure section 664.6,

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over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date 01/15/2026



Hon. Sheila Shah Lichtblau
Marin County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860, Los Angeles, California 90067.

On **January 6, 2026**, I served the document described as: **[REVISED PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT** the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Richard C. Rybicki
rrybicki@rybickiassociates.com
Jacqueline K. Loveless
jl@rybickiassociates.com
e-service@rybickiassociates.com
RYBICKI & ASSOCIATES, P.C.
10 Executive Court, Suite 204
Napa, CA 94558

Attorneys for Defendant:
PIATTI RESTURANT COMPANY L.P.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 6, 2026**, at Los Angeles, California.

Julia Urquizo
Type/Print Name

Julia Urquizo
Signature

EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN**

DATE: 12/10/25 TIME: 1:30 P.M. DEPT: H CASE NO. CIV2200852

PRESIDING: HON. SHEILA S. LICHTBLAU

REPORTER:

CLERK: ALINA ANDRES

PLAINTIFF: VICTORIA TAGUILAS	
vs.	
DEFENDANT: PIATTI RESTAURANT COMPANY, L.P., ET AL	

NATURE OF PROCEEDINGS: MOTION - OTHER: APPROVAL OF PAGA SETTLEMENT

RULING

The unopposed motion is granted. The court has broad discretion to determine whether a [PAGA] class action settlement is fair, adequate, and reasonable. (*In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1389.) In exercising its discretion, the court must review the moving papers along with the entirety of the court file to determine whether the PAGA settlement is genuine, meaningful, and consistent with the underlying purposes of the PAGA-related statute. (Labor Code section 2699(1))

The court has reviewed the PAGA Settlement along with plaintiffs moving papers filed in connection with the motion. The court determines that a sufficient showing has been made that the settlement, the attorneys' fees, costs, and service award are fair, adequate, and reasonable. In reaching this conclusion, the court has considered amongst other factors, the amount of the settlement, the length of time litigating, and the arms-length negotiation through mediation. The court finds a sufficient showing has been made that the settlement is consistent with the purpose of PAGA. The court grants final approval of the PAGA settlement and approves the attorneys' fees, costs, and service award. The court incorporates by reference the findings and orders outlined in the proposed order approving settlement and judgment lodged on September 18, 2025.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

CIV2200852

The Zoom appearance information for December 2025 is as follows:

<https://marin-courts-ca.gov.zoomgov.com/j/1615487764?pwd=Ob4B5J7LLKcpnkxzJjEOSHNgEGafG.1>

Meeting ID: 161 548 7764

Passcode: 502070

If you are unable to join by video, you may join by telephone by calling (669) 254-5252 and using the above-provided passcode. Zoom appearance information may also be found on the Court's website: <https://www.marin.courts.ca.gov>